

3-0470

DOES
NOT CANCELATE

1976

A G R E E M E N T

AGREEMENT, dated the 11thday of August , 1976,
by and between the City of Linwood, County of Atlantic and State
of New Jersey, hereinafter referred to as the "City", and the
New Jersey State Policemen's Benevolent Association, Inc., Local
No. 77, duly appointed representative of the Police Department
of the City of Linwood, hereinafter referred to as "PBA #77" or
"Employees."

ARTICLE I - PURPOSE

This Agreement is entered into pursuant to the
provisions of Chapter 303, Laws of 1968 (N.J. Rev. Stat. 34:13A-
5.1 et seq.) of the State of New Jersey to promote and ensure
harmonious relations, cooperation and understanding between the
City and the Employees; to provide for the resolution of legitimate
grievances, to prescribe the rights and duties of the City and
Employees, all in order that the public service shall be expedited
and effectuated in the best interests of the people of the City
of Linwood.

ARTICLE II - EMPLOYEE REPRESENTATIVE

A. MAJORITY REPRESENTATIVE

The City recognizes the "Majority Representative" of
PBA #77 as the exclusive negotiating agent for all regularly
appointed, full time police personnel, excluding the Chief of
Police and Deputy Chief of Police, within the City of Linwood,
hereinafter referred to as "Employees". The City and Employees
agree the Majority Representative of PBA #77 has the right to
negotiate as to rates of pay, hours of work, fringe benefits,
working conditions, procedures for adjustment of disputes and
grievances, and all other related matters. The Majority

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1978]

UNIVERSITY

Representative shall be appointed according to the procedure set forth in N.J. Rev. Stat. 34:13A-5.1 et. seq. and shall have all the rights and privileges pursuant thereto.

B. STEWARDS

The PBA #77 must notify the City of the names of the Steward. No more than one (1) Steward and alternate is to be designated.

ARTICLE III - GRIEVANCE PROCEDURE

Definition - A grievance is any dispute between the parties concerning the application or interpretation of the agreement or any complaint by an Employee as to any action or non-action which violates any right arising out of his or their employment. The City shall not discipline any Employee without just cause, except as provided for in the Laws of the State of New Jersey.

Step 1. - All grievances by an Employee, and responses thereto by the City, shall be in writing within ten (10) days of its occurrence or the knowledge of its occurrence. PBA #77 shall appoint an Association Grievance Committee hereinafter referred to as the "Committee", which Committee shall consist of no more than four members, at least one of whom shall be a member of the Linwood Police Department, which Committee shall receive, screen and process all grievances within five (5) days of written receipt. The processing of grievances shall take place without discrimination and irrespective of membership of affiliation with PBA #77.

Step 2. - The Committee shall, within five (5) days after screening and acceptance submit grievances to the Chief of Police for resolution. The Chief of Police must render a decision within five (5) working days of receipt in writing.

Step 3. - In the event the parties are unable to resolve the grievance in the second step, either party may within five (5) working days refer the grievance to the Mayor for

resolution. The Mayor must render a decision within five (5) working days of receipt in writing.

Step 4. - In the event the grievance is not resolved at the third step, either party may refer the grievance, within five (5) working days to the City Council for resolution. The City Council must render a decision within thirty (30) working days of receipt in writing.

Step 5. - In the event the grievance is not resolved at the fourth step, either party may refer the matter for impartial binding arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission within ten (10) working days of receipt of decision in Step 4 that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Committee. If the City and Committee cannot mutually agree to a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement he shall render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and PBA #77.

Any steward or officers of PBA #77 required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose, and any witnesses reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter pertaining to the City of Linwood only.

Extensions and Modifications. - Time extensions may be mutually agreed to by the City and the Committee.

ARTICLE IV - NON-DISCRIMINATION

The City and Employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, with respect to employment, or opportunities for improvement of jobs, or a condition of employment. The City further agrees that it will not interfere with nor discriminate against an Employee because of membership in, or legitimate activity on behalf of the PBA #77; nor will the City encourage membership in any other association or union to do anything to interfere with the representation by the "majority representative" of the PBA #77 as the exclusive bargaining agent of the Employees.

ARTICLE V - BULLETIN BOARD

The City shall permit the use of bulletin boards located in the Police Department Headquarters, by the PBA #77, for the posting of notices concerning PBA #77 business and activities.

ARTICLE VI - MANAGEMENT RIGHTS

By way of illustration and not by way of limitation, it is the right of the City to determine the standards of service to be offered by its Employees, determine the standards of selection for employment, direct its Employees, take disciplinary action, maintain the efficiency of its operations, determine the methods, means, and personnel by which its operations are to be conducted, determine the content of job classifications, schedule the hours, take all necessary actions to carry out its mission in emergencies, exercise complete control and discretion over its organization and the technology of performing its work.

The parties agree that the Chief of Police and other officers shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this Agreement.

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100 GRAND AVENUE
NEW YORK CITY

and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation in the PBA #77.

ARTICLE VII - STRIKES

The PBA #77 and Employees assure and pledge to the City that their goals and purposes are such as to condone no strikes by Employees nor work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and laws of the State of New Jersey. The PBA and Employees will not initiate such activities nor advocate or encourage other Employees to initiate the same, and the PBA and Employees will not support any member of this organization acting contrary to this provision.

ARTICLE VIII - POLICEMEN'S RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the City agrees that every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, or other laws of New Jersey or the Constitution of New Jersey and the United States, that it shall not discriminate against any policeman with respect to hours, wages or any other term or condition of employment by reason of his membership in the PBA or its affiliates, or his participation in any of these activities, collective negotiations with the City, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment. Elected representatives of the

PBA shall be permitted time off from their regular schedule to attend negotiating sessions, grievance sessions and meeting of the PBA management committee, provided that the efficiency of the Department is not seriously affected, and provided further that the matters pertain to the City of Linwood only. It is further understood that the City of Linwood presently has only one officer, to wit, Officer John Rush who is presently a representative of the PBA.

Members shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty, provided the same does not conflict with his responsibilities as a Police Officer.

Members shall have the right to switch tours of duty and hours of duty with other members of equal rank, provided the Sergeant on the two platoons effected approves with the consent approval of the Chief of Police.

ARTICLE IX - HOLIDAYS

Effective January 1, 1976, all employees covered by this Agreement shall receive twelve (12) paid holidays. These holidays may be taken at any time during the calendar year, and may run consecutive with the employees' vacation schedule. The specific holiday schedule shall be subject to approval of the Chief of Police, who will insure the continued efficiency and operation of the Police Department of the City of Linwood.

ARTICLE X - VACATIONS

An employee during his first year of employment shall be entitled to one working day's vacation for each month of service beginning with the seventh month of employment. Thereafter he shall be entitled to a paid vacation according to the following:

schedule;

An employee shall not be entitled to any increased vacation until the next calendar year following the anniversary date of his employment.

It is the intent of this article to assure personnel covered by this agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation. This article shall be effective from January 1, 1976.

ARTICLE XI - WORK WEEK

A work week as defined in this Agreement shall be one consisting of forty-two (42) hours per week, six days per week as presently outlined in the work schedule of the members of the Police Department of the City of Linwood.

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COUNSELORS AT LAW
120 ATLANTIC AVENUE
ATLANTIC CITY, N. J. 08401

ARTICLE XII - LEAVES

A. SICK LEAVES

- (1) Defined. - Sick leave is hereby defined to mean

absence from post of duty by an employee because of illness, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of the employee after three consecutive days sick leave, or leave in attendance of a member of the employee's immediate family. In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of sick leave of the employee, provided however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence from employment. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required. The City reserves the right to have an employee examined by a physician of his own choosing, provided that the City deems same necessary as a result of the continued absence from employment of the employee.

(2) Accumulation.-Every person covered by this Agreement shall, in addition to his or her paid vacation, be granted sick leave as defined in (1) above, with pay for not less than one (1) working day for every month of service during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or aonly a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed, provided however, that the employee shall not be entitled to accumulate more than a total of one hundred twenty-five (125) days of sick leave.

B. FUNERAL LEAVES

(1) Special leave of absence with pay up to a maximum of three (3) days shall be granted by an employee in case of death within the immediate family.

(2) The term "immediate family" shall include only father, mother; step-father, mother; father-in-law, mother-in-law; grandparents; sister, brother, spouse, child, and foster child of an Employee, and relatives residing in his household.

(3) The special leave period shall commence immediately following the death of such person, provided however, that in the event the initial day of funeral leave falls on the Officer's regularly scheduled day off, then in that event, the initial day of funeral leave shall be computed from the day following the Officer's regularly scheduled day off. Funeral leave is for the sole purpose of arranging and attending funeral services. Special leave may be extended, without pay, at the discretion of the Chief of Police. The above shall not constitute sick leave and shall not be deducted from annual sick leave.

C. INJURY LEAVE

Injury leave shall be granted and controlled by the Workmen's Compensation Laws of the State of New Jersey.

D. LEAVE FOR PBA MEETINGS

The Executive Delegate and President (or appointed alternate of "PBA #77" shall be granted leave from duty with full pay for all meetings of the PBA when such meetings take place at a time when such officers are scheduled to be on duty, providing the affected officer gives reasonable notice to the Police Chief, provided however, that said meetings shall not exceed one per month.

ARTICLE XIII - SALARY, LONGEVITY, OVERTIME

A. BASE SALARY

(1) Commencing on January 1, 1976, the annual base

salaries to be paid the following employees of the City shall be as follows and shall be bi-weekly:

Chief of Police	\$14,110.00
Deputy Chief.	13,530.00
Captain	12,932.00
 Sergeant.	12,360.00
Patrolman after 3 years of service. . .	11,166.00
Patrolman after 2 years of service. . .	11,077.00
Patrolman after 1 year of service . . .	10,176.00
Patrolman during 1st year of service. . .	9,328.00

All salary increases will be paid retroactive to January 1st of this current year and shall be computed as of the anniversary date of such employee.

B. OVERTIME

(1) Overtime shall consist of all hours worked in excess of a normal work week, heretofore defined in this Agreement.

(2) All employees covered by this Agreement, shall in addition to their base pay be paid at the rate of one and one half times their straight time hourly rate of pay, computed on the basis of a forty hour week for all overtime hours worked. All overtime payments shall be paid no later than on the pay day for that period which immediately follows the pay period for which the overtime occurred.

All Police Officers with the rank of Sergeant and below, will be paid 1 1/2 times their hourly rate of pay in accordance with their rank. Officers with the rank above that of Sergeant will be given time off from their regular schedule commensurate with the overtime worked. All overtime payments shall be paid no later than on the pay day for that pay period which immediately follows the pay period in which the overtime occurred. Commensurate time off will be granted in within two weeks of the time worked at the direction of the Chief of Police. Any officer

who is not scheduled to work and is called into duty by a commanding officer or shift commander will be paid a minimum of one hours salary. Overtime or commensurate time off for officers on regular duty will commence one hour after the end of their regularly scheduled eight hours.

C. LONGEVITY

(1) Additional compensation based upon the length of his or her services fixed and determined according to the following schedule:

3 years.	\$200.00
5 years.	300.00
10 years.	400.00
15 years.	600.00
20 years.	300.00
25 years.	1,000.00

(2) Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall be paid in December of the calendar year as further outlined in the salary ordinance of the City of Linwood.

ARTICLE XIV - ACTING OFFICER

Any employee who shall have been appointed to act for a senior officer in the absence of such senior officer and who shall have performed the duties thereof, for a continuous period of thirty days shall, thereafter, be entitled to compensation appropriate to such office for the time so held. This Section is effective January 1, 1976.

ARTICLE XV - COLLEGE ALLOWANCES

The City and the "PBA #77" agree that the amount and quality of an employee's education often determines the value of his contribution to the community, and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage the employees to achieve the advantages of higher education, the City agrees that each employee who receives

academic credits for study in any institution or collegiate level which officers a college curriculum leading to or accreditable toward an undergraduate baccalaureate or associate degree in Law Enforcement, and which is accredited by the Board of Higher Education, shall be paid a college allowance in the amount of Twenty (\$20.00) Dollars per year for each credit so received, together with the cost of books necessary to obtain said credits during the officer's employment with the City. Payments for all credits attained shall be made on the first pay day after receiving verification of the grade and credit obtained from the institution, provided, however, that the employee must receive at least a passing grade in order to receive reimbursement.

Preference of training and selection of Officers for educational leave will be based upon rank, seniority and availability of courses, but it is expressly understood that every effort shall be made to permit the Officers to avail themselves of this educational opportunity on a rotating basis according to said rank and seniority.

The Employee further agrees that he must continue within the employ of the City of Linwood for a least one year after he receives reimbursement from the City for the credits attained, and in the event that the employee leaves the employ of the City prior to one year after receive said reimbursement, the employee shall be required to reimburse the City for any reimbursements paid by the City for credits attained within the period of one year prior to his leaving the employ of the City, and the City shall have the further right to deduct the sum from the last pay check of the employee about to leave the employ of the City.

As an additional incentive for education of the employees of the City, the City shall pay the following sums of

money, which shall become and be included as a part of the salary of the employees so attaining the following credits:

16 credits. \$100.00

32 credits. 200.00

64 credits. 300.00

96 credits. 400.00

128 credits or equivalent
of a Bachelor's Degree . . 500.00

ARTICLE XVI - HOSPITALIZATION INSURANCE

(A) The City agrees to provide New Jersey Blue Cross and Blue Shield hospitalization insurance, including Rider "J" for all employees covered by this Agreement, at the City's own expense.

(B) The City agrees to change from the present hospitalization plan to the package plan offered by the State of New Jersey covering Blue Cross, Blue Shield, Rider "J" and Major Medical. In the event said change is made as hereinafter mentioned, it is agreed that all members of the Linwood Police Department covered by this Contract agree to participate in said plan and any additional expenses of major medical coverage shall be borne by the members and shall be deducted from the salaries, provided however, that said coverage does not exceed the cost of \$6.00 monthly. It is further agreed that the change of coverage mentioned above shall only be required to be met by the City in the event that all employees of the City of Linwood presently covered agree to said change, and that said change can be made without materially affecting the present coverage and the present cost of said coverage.

(C) The City further agrees that the continuance of coverage after retirement of an employee shall be permitted and shall be in accordance with Resolution No. of 1973, heretofore

adopted by the City of Linwood.

ARTICLE XVII - CLOTHING ALLOWANCE

In addition to any other benefit under this Agreement, every employee shall be entitled to an allowance for the cleaning and maintenance of his clothing and uniforms in the sum of \$200.00 yearly. Said allowance shall be paid on the first pay day in December, 1976. It is understood that this allowance is not for the purchase or replacement of uniforms or clothing, but is for the cleaning and maintenance of same.

It is further agreed that a clothing allowance for all uniformed personnel and non-uniformed officers will be given at \$200.00 yearly to purchase and replace uniforms as necessary, provided however, that the employees submit bills verifying the amounts of money spent for the purchasing and replacing of uniforms.

ARTICLE VIII - CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City Charter, Ordinances, Rules and Regulations of the Police Department of the City, and any present or past benefits which are enjoyed by employees covered by this Agreement, that have not been included in the Contract, shall be continued.

ARTICLE XIX - SAVINGS CLAUSES

(1) In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable State of Civil Service (where applicable) law or regulation, such determination shall not impair the validity and enforceability of the remaining other provisions of this Agreement.

(2) In the event that any provision of this Agreement conflicts with any City Ordinances, such Ordinance shall be repea

or amended by the City to conform to the terms of this Agreement.

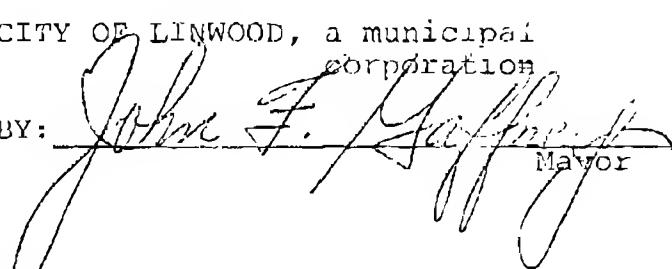
ARTICLE XX - DURATION OF AGREEMENT

This contract shall be in full force and effect from the date of execution, until midnight, December 31, 1976.

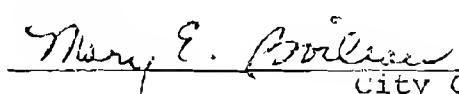
The parties agree that negotiations for a successor agreement and modifying, amending or altering the terms and provisions of this Agreement shall commence no later than September 1, 1976. It is understood that PBA #77 is seeking a successor agreement commencing from January 1, 1976. This Agreement shall remain in full force and effect until a successor Agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their signatures this day of , 1976.

CITY OF LINWOOD, a municipal corporation

BY:  Mayor

ATTEST:


Mary E. Boileau
City Clerk

NEW JERSEY STATE POLICEMAN'S
BENEVOLENT ASSOCIATION LOCAL NO. 77
as the duly appointed representative
of the Members of Police Department
of the City of Linwood

BY:

Majority Representative

SIGNED, SEALED, and
DELIVERED in the presence of:

BLATT & MATRONE
COUNSELORS AT LAW
320 ATLANTIC AVENUE
ATLANTIC CITY, N.J. 08401